

BEFORE THE ARBITRATOR

In the Matter of Final and Binding Interest Arbitration Between
WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LEER DIVISION
And
CITY OF WATERLOO

Case No. 7 No. 65357 INT/ARB-10326
Dec. No. 31274-A

I. NATURE OF PROCEEDING. This is a proceeding under Section 111.70, Wisconsin Statutes providing for final and binding interest arbitration. The Wisconsin Professional Police Association/LEER Division filed a petition with the Wisconsin Employment Relations Commission on December 8, 2005 alleging that an impasse existed between it and the City of Waterloo in collective bargaining. The Commission through its investigator, Paul Gordon, found the parties deadlocked. Parties submitted final offers to the Commission on February 28, 2005 and on March 24, 2005 the Commission ordered arbitration. The parties having selected the undersigned, Frank P. Zeidler, Milwaukee, Wisconsin as arbitrator, the Commission appointed him on April 21, 2005.

II. HEARING. A hearing in the above entitled matter was held on July 18, 2005 beginning at 10 a.m. at the Municipal Building in Waterloo, Wisconsin. Parties were given full opportunities to present evidence and make argument. Briefs were filed on August 15, 2005. Reply briefs were filed on September 1, 2005.

III. APPEARANCES.

ROBERT WEST, Business agent, appeared for the WISCONSIN PROFESSIONAL POLICE ASSOCIATION/LEER DIVISION.

JACK D. WALKER, Attorney, MELLI, WALKER, PEASE & RUHLY, S.C. appeared for the City of Waterloo.

IV. FINAL OFFERS.

A. WATERLOO DPW WPPA/LEER LOCAL 69. December 3, 2004.

All provisions of the 2003-2004 Agreement between the parties not modified during the course of these negotiations shall be included in the successor Agreement between the parties for term of said Agreement. The Association reserves the right to add, delete, or amend proposals through the course of negotiations. Tentative agreements are contingent upon the parties reaching a voluntary settlement subject to ratification by the City of Waterloo and the Association.

1) Amend Article XI – OVERTIME/ON CALL/CALL IN

Overtime will be paid for hours worked over forty (40) hours per week. Overtime shall be paid at one and one-half (1½) times the regular rate for overtime worked Monday through Saturday. Overtime work performed on Sunday and/or holidays shall be paid at two (2) times the regular rate. Overtime will first be offered to Bargaining Unit members.

Employees “On Call” for a weekend ~~will~~ **shall** receive four (4) hours at straight time pay for each day on call, plus time and ~~a~~ **one-half (1½)** pay for actual time spent on the job, with a minimum of ~~sixty (60) minutes~~ **two (2) hours**.

“On Call” scheduling shall be as follows:

November 15 through April 15 – Holidays + Weekends

April 16 through November 14 – Holidays (as defined in

Articles XVI)

“On Call” employees are required to respond to work within ~~the~~ thirty (30) minutes.

Call In Pay: Any employee who is called in for work at a time other than when he or she is scheduled shall be compensated a minimum of two (2) hours at the overtime rate of one and one-half (1½) times the regular rate for work performed Monday through Saturday, and two (2) times the regular rate for work performed on Sunday and/or holidays.

Employees working overtime shall have the alternative to be paid for such overtime at the overtime rate or take compensatory time off ~~at the overtime rate times the number of overtime hours worked~~ at a later date. Compensatory time shall be earned at the rate of one and one-half (1½) time the number of overtime hours worked, and may be accrued to a maximum of eighty (80) hours at any time and may be carried over to the

following year. Compensatory time off shall be scheduled at a time mutually agreeable between the employee and the City.

2) Amend ARTICLE XII – WAGES & APPENDIX “A”.

Across the board wage increases for all classifications and steps as such:

01-01-05 # three percent (3%)

01-01-06 # three percent (3%)

01-01-07 # three percent (3%)

3) Amend ARTICLE XII-SICK LEAVE.

Regular full-time employees shall be entitled to one working day of sick leave with pay for each month or major fraction thereof of actual service up to an accumulated total of one hundred thirty-five (135) working days. The sick leave time earned during the first six (6) calendar months of employment shall not be available to an employee until the end of the six (6) month period. Such sick leave with pay shall be granted in case of bona fide illness of the employee or the employee’s immediate family, as well as diagnostic treatment, dental procedures and optician’s services when performed by a duly authorized and licensed practitioner, and the necessary time to travel to and from the place of treatment.

In case of illness extending beyond two (2) days duration, the employee shall furnish a certificate issued by a licensed practitioner upon the request of the department head concerned.

Any employee that falsely reports to his/her department head that he/she is ill for purpose of using sick leave as an additional paid vacation shall be subject disciplinary action, including termination, and shall forfeit five (5) days of accumulated sick leave for each day or fraction thereof, falsely reported.

To the extent permitted by law, no employee shall be entitled to sick leave while absent from duty for any of the following reasons or causes.

- 1) Any sickness or injury purposely self-imposed or inflicted or caused by any of his/her willful misconduct.
- 2) Sickness or injury sustained while on leave of absence without pay.

Employees shall be required to give prompt notification of their absence from work to their supervisor or department head. If the supervisor or department head cannot be reached, the City Clerk shall

be notified before 9:00 a.m. on the first day of absence as is reasonably possible. Employees shall make reasonable efforts to keep the employer informed as to the duration of the absence so that the employer can plan the schedule accordingly. Failure to comply with this provision for reasonable and prompt notification shall result in forfeiture of sick leave benefits for the hours or days involved, and the employee may be subject to disciplinary action, including termination.

Sick leave may be used to acquire paid health insurance ~~only~~ upon retirement **by the employee, upon lay off, if employed by the City fifteen (15) years or longer,** or other exceptions as granted by the Council. **In the event of the employee's death, accumulated sick leave shall be paid out in cash at the employee's most current wage rate to the employee's estate, or at the direction of the estate, be used to continue spouse/dependent paid health insurance.**

4) Amend ARTICLE XXI=FUNERAL LEAVE.

An employee shall be granted funeral leave with pay for the purpose of attending the funeral of a member of the employee's immediate family. Said leave shall not exceed three 3) days for any one funeral. Immediate family shall be defined as spouse of the employee, parents, step parents, parents-in-law, step parents-in-law, grandparents, children, step children, **grandchildren**, brothers, step-brothers, sisters, step sisters, brothers-in-law and sisters-in-law, sons-in-law and daughters-in-law. In-laws shall be limited to current marital status. ~~Employees shall be granted one (1) day of funeral leave with pay for the death of a grandchild.~~

5) Amend ARTICLE XXV-DURATION

This Agreement shall become effective on January 1, ~~2002~~ **2005**, and continue until December 31, ~~2004~~ **2007**, and shall be considered automatically renewed from year to year for successive one (1) year periods thereafter, unless by July 1st of the year terminating the contract either party shall serve written notice upon the other that it desires to renegotiate, revise or modify this Agreement. In the event such notice is served, the parties shall operate temporarily under the complete terms and provisions of this contract until a new contract is entered into.

B. OFFER OF CITY OF WATERLOO

This document is the City's final offer dated February 7, 2004. It references Local 69's Preliminary Final Offer dated December 3, 2004 (Local 69's Document). A copy of Local 69's document is attached.

A. Items 4 and 5 of Local 69's Document are accepted, with the expiration date to be December 31, 2006 as the Union proposed on January 19, 2005

B. Relating to item 1 in Local 69 Document:

All modification accepted and the following added as a final paragraph:
"Supervisors retain the right to assess the workload and tasks to be performed to determine the necessity for Overtime On Call or Call In situations."

C. Relating to item 2 in Local 69's Document:

AMEND ARTICLE XII – WAGES & APPRENDIX "A"

Across the board wage increases for all classifications and steps as such;

1. 01-01-05 @ one and one half percent (1.5%)
2. Effective on the date premium sharing under item F becomes effective, one-half percent of the December 31, 2004 rate (.5%).
3. 01-01-06 two percent (2%) The increase under 2 above shall be considered part of the base upon which this increase is calculated, even if the increase under 2 above is not yet in effect.
4. The City will drop its proposal for a third contract year.

D. Relating to item 3 of Local 69's document.

The City accepts portions of item 3 of Local 69's Document as detailed below:

1. The third sentence of the first paragraph of Article XX is to read as follows: "Such sick leave with pay shall be granted in case of bona fide illness of the employee or the employee's immediate family (as defined in the Wisconsin Family and Medical Leave Act), as well as diagnostic treatment, dental procedures and optician's services when performed by a duly authorized and licensed practitioner, and the necessary time to travel to and from the place of treatment."

2. The paragraph starting "Sick leave may be used..." is to read, "Sick leave may be used to acquire paid health insurance upon retirement, if the employee has been granted by the Council fifteen (15) years or longer, or other exceptions as granted by the Council. In the event of the employee's

death after such retirement, accumulated sick leave shall be paid out in cash at the employee's most current wage rate to the employee's estate, or at the direction of the estate, be used to continue spouse/dependent paid health insurance.

E. The City drops it (sic) proposal to change accumulated total sick days from 135 to 110.

F. Relating to the City's proposal on health insurance.

AMEND ARTICLE XVII SECTION 1 – INSURANCE to read:

Section 1. – Health Insurance: The Employer will continue in effect, with the Employer paying one hundred five percent (105%) of the lowest monthly premium of the available plans for each full time employee normally scheduled to work 2,080 hours per year of the present health insurance plan or a plan identical to or greater than the coverage currently in effect. The employer shall pay fifty percent (50%) of the monthly premium for part-time employees working at least 1044 hours per year and twenty-five percent. (sic) of the monthly premium (25%) for part-time employees working less than 1044 hours per year. Employees are eligible for insurance coverage after sixty (60) days of employment. Effective on the first day of the month following the award of this final offer, or on the first day of January, 2006, whichever comes later, the employer will pay 98% of such the lowest monthly premium for each full time employee, 49% of such premium for such employees working at least 441044 hours per year, and 24.5% of such premium for such employees working less than 1044 hours per year. Employees shall pay the balance of the premium by payroll deduction.

The City shall implement the attached City of Waterloo Salary Reduction Plan: Premium Payment Only, so that employees may pay their share of the insurance premium with pre-tax dollars.

G. Responding to the Union's final offer dated January 19, 2005, the City agrees that other terms of the agreement which expired (sic) on December 31, 2005 will be incorporated in the new agreement, and the City agrees to the tentative agreement to delete the obsolete longevity language.

H. Article XVII section 2. (sic) The sentence beginning, “The coverage shall be...” Is (sic) changed to read: “The coverage shall be equal to three times the previous year’s salary.”

Dated this 7th day of February, 2005.

V. FACTORS TO BE CONSIDERED BY ARBITRATOR.

‘Factor given greatest weight.’ In making any decision under the arbitration procedure authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give the greatest weight to any state law or directive lawfully issued by a state legislative or administrative officer, body or agency which places limitations on expenditures that may be made or revenues that may be collected by a municipal employer. The arbitrator or arbitration panel shall give accounting of the consideration of the factor in the arbitrator’s or panel’s decision.

7g. ‘Factor given greater weight.’ In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall consider and shall give greater weight to economic conditions in the jurisdiction of the municipal employer than to any of the factors specified in subd. 7r.

7r. ‘Other factors considered.’ In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator or arbitration panel shall also give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost of living.
- h. The over all compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and

excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and condition of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parities, in the public service or in private employment.

VI. STIPULATIONS. The parties are in agreement on all other matters between them.

VII. LAWFUL AUTHORITY OF THE EMPLOYER. There is no issue here of the lawful authority of the Employer to comply with either offer. The City notes that it has a 2% property tax increase limit as a result of legislative action. Its “new construction” increase in the previous year was 1.524%.

VIII. NET COSTS OF OFFERS.

The following information on the costs of the offers is derived from City Exhibit 39 as amended in the City’s brief.

Table 1

A. 2004 Waterloo Wages and Benefits

<u>Classification</u>	<u>Base Wage</u>	<u>Total Costs</u>	<u>% Incr.</u>
Clerical employee	25,210	37,938	7.1
Clerical Employee	25,709	38,486	9.41
Public Works Employee	29,245	42,841	
Add 2 nd step	+ 582.40	43,482	0.096

B. 2005 Wages and Benefits

<u>Classification</u>	<u>Base Wage</u>	<u>% Inc.</u>	<u>Total Costs</u>	<u>\$ Inc.</u>
City Offer				
Clerical	26,094	1.51	39,557	2.78
Public Works	30,275	1.5	44,514	2.37

Union Offer				
Clerical	26,480	3.0	39,982	3.88
Public Works	30,722	3.0	45,007	3.5

C. 2006 Wages and Benefits

City Offer				
Clerical	26,225	0.5%		
	525	2.0%		
			40,819	
			- 175	
			39,643	2.74% Inc.
Public Works	30,426	0.5%		
	609	2.0%		
			45,831	
			- 467	
			45,264	1.9% Inc.

Union Offer				
Clerical	27,274	3.0	41,398	4.54
Public Works	31,634	3.0	46,571	3.47

D. Changes in Wages and Total Cost, 2003-2006

Net Cost, 2004	110,206			
City Offer,				
Net Cost, 2 Clerical Employees and 1 Public Works Employee in 2005	123,629			
Net cost, 2006	126,938	Inc. 16,446	14.9%.	

Union Offer.				
Net Cost, 2 Clerical Employees and I Public Works Employee:	129,366 .	Inc. 19,150	17.38%	

IX. COMPARABLE MUNICIPALITIES.

The City of Waterloo supplied exhibits using the following municipalities as sources of comparable information: Beaver Dam, Columbus, Lake Mills, Marshall (Village), Sun Prairie, Waterloo and Watertown. Contracts between the municipality and organized employees

covered a range of years from 2000 to 2006, but not for each municipality.

The following table is derived from City Exhibit 15:

Table 2
SELECTED DATA ON COMPARAABLES

<u>City</u>	<u>Est. Pop.</u>	<u>Eq. Val. (mi)</u>	<u>Net Tax Rate</u>	<u>Muni. Rate</u>
Beaver Dam	15,304	7,640	25.3	8.87
Columbus	4,600	247.2	26.19	6.76
Lake Mills	4,918	7,053	22.24	7.83
Marshall	N.A.			
Sun Prairies	22,585	34,795	22.5	8.87
Waterloo	3,297	4,538	25.30	10.84
Watertown	22,484	23,547	21.56	7.20

Discussion. From the foregoing table it is apparent that the municipalities of primary comparability with Waterloo are Lake Mills and Columbus. Beaver Dam has about four times the population of Waterloo and Sun Prairie and Watertown about five and one half times the population. Beaver Dam, and Sun Prairie and Watertown may be considered nevertheless to have a secondary value of comparability because they are in ready traveling distance of Waterloo for a work force. It must be noted also that the municipal attributed portion of the tax rate in Waterloo is higher than the primary and secondary comparables

X. BASE WAGE COMPARISONS.

An effort was made by the Arbitrator to compare the base wage offers of the parties with wages being granted similar positions in the comparables. Difficulty occurred because job descriptions of Clerical Workers and Public Works Workers in Waterloo were not supplied, and by the fact that such job titles are not found anywhere else. Nevertheless, the Arbitrator made an attempt at finding whether there was a disparity in Waterloo base pay that needed attention. It is to be noted that the City had four positions doing work that three positions fill now. The following table is supplied herewith. Annual rates have been calculated for hourly rate.

<u>Table 3</u>			
<u>City</u>	<u>Year</u>	<u>Position</u>	<u>Hour rate.</u>
Waterloo			
City Offer	2005	Clerical	13.05
Union Offer	2005	Clerical	13.24
City Offer	2005	Clerical	13.37
Union Offer	2005	Clerical	13.64
City Offer	2005	Public Works	15.14
Union Offer	2005	Public Works	15.37
City Offer	2006	Public Works	15.52
Union Offer	2006	Public works	15.02
Lake Mills	2005	Billing Clerk	14.67
	2005	Mechanic 2	18.05
Columbus	2005	Mechanic	18.53
	2006	Mechanic	18.93
	2006	Bldg. Mtce.	17.63
Watertown	2004	Bookkeeper	15.50
	2004	Mechanic	17.52
	2005	Dispatcher	16.13
	2005	Dispatcher	16.78
Sun Prairie	2004	Secretary	14.47
	2004	Mtce. Worker	18.43
	2005	Cust. Serv.	15.47
	2005	Bldg. Mtce.	14.69
	2006	Cust. Serv.	15.32
	2006	Bldg. Mtce.	15.12

Discussion. To draw conclusions from the foregoing table requires recognition that a variety of contracts are involved, from police contracts to public works contracts to sanitation services contracts. Also it must be recognized that the job titles give only a rough approximation to the concept of what the position entails. Nevertheless, the positions do not appear to be so dissimilar as to destroy any value to be given to the table. With these matters in consideration, the Arbitrator is of the opinion that the proposed

wages to be granted in Waterloo under either offer will leave the positions as compensated, below the wages for comparable services in other districts. The City holds that with the dropping of one position service was cut. Which services were cut was not in evidence, and it could be that three employees share a burden of work formerly done by a fourth employee.

XI. COMPARISON OF PERCENTAGE INCREASES IN WAGES

The following information was elicited from contracts submitted as City exhibits. Not all contracts reported wage structures.

Table 4

<u>City</u>	<u>Union</u>	<u>Year</u>	<u>Rate Incr.</u>
Waterloo	City Offer	WPPA 2005	1.5 and 0.5 cont.
		2006	2.0
	Union Offer	2005	3.0
		2006	3.0
Columbus	Teamsters	2006	2.8
Beaver Dam	IAFF	2004	4.0
Marshall	IAFF	2005	2.5
Sun Prairie	AFSCME	2004	3.0
	WPPA	2005	3.0
	IBEW	2006	3.0
Watertown	WPPA-Dis.	2005	3.0 1/1 1.0 12/1
		2006	2.0 1/1 2.0 7/1
	WPPA-Pol.	2005	2.0 1/1 2.0 7/1
		2006	2.0 1/1 2.0 7/1

Discussion. The foregoing chart indicates that the offer of the WPPA for wage increases of three percent (3%) as closer to the offers elsewhere than is the City offer.

XII, COMPARISON OF EMPLOYER AND EMPLOYEE INSURANCE COST SHARING.

The following listing of insurance payments by employers and information as to whether the employees share part of the costs is derived from City Exhibits. The list is for health insurance only for full time employees

Table 5

<u>City</u>	<u>Year</u>	
Waterloo		
City Offer	2005	City pays up to 105% of lowest standard plan.
	2006	City pays 98.0%, Employee 2.0%.
Union Offer	2005	City pays up to 105% of lowest standard plan.
	2006	Same as in 2005.
Beaver Dam	2003	Employer, 02.5% Employee, 7.5%.
Columbus	2006	Employer, 96.0% for hospitalization.
Lake Mills		
WPPA & AFSCME	2005	95% of up to 105% of lowest cost plan. Employee, 5.0% with \$15.99 cap for Family, and \$7.59 cap for Single.
Marshall	2000	Employer pays 90%.
WPPA	2005	Employer pays 80% of lowest cost plan.
Sun Prairie		
Water	2006	Employer pays 100% Single and up to \$720 Family.
WPPA		Employer pays 100% Single and Family. \$175 paid to Employee for selecting one of three plans.
Watertown		
WPPA		City contribution capped at 105% of lowest cost plan.
Teamsters	2006	Employer pays 90%, Single and Family, up to 105% of lowest cost plan.
Trek Bicycle		Employer pays 65% of cost, Single and Family.
Waterloo School		
	2005	District pays 96.7% for teachers who pay 3.3%. District pays 98.3% for support staff who pay 1.7%.

Discussion. From the foregoing recitation it appears that the offer of the City to have employees' contributions a fixed share of the health insurance premium in 2006 is the more comparable one to existing practice

among comparables. There is concern on the part of the Association that the City of Waterloo's health insurance proposal is an entering wedge to set a precedent for future bargaining for police. This may well be, but on the basis of comparable practice, the City offer is not an excessive requirement in cost sharing as far as percentage sharing is concerned.

The Association also holds that the City is getting a benefit by using the plan of 105% of the lowest cost state plan, namely the Dean plan. It argues that plans and technology have changed, but this is still the best for the city because employees pick the lowest cost plan. The City says that the plans have not changed that much, but costs have gone up rapidly and the Dean plan rates also have risen.

The Association is also concerned that the City has offered no quid pro quo for the requirement of health insurance cost sharing. The City says that it had a quid pro quo in enhancing its wage offer by one half of a percent in 2005 and by agreeing to changes in on/call, funeral leave and sick leave benefits. The Arbitrator is of the opinion that while a quid pro quo is on occasion desirable in contract settlement, where evidence of strong comparability favors one side as it does here the City offer on cost sharing, then the concept of comparability is the factor carrying the most weight.

XIII. COST OF LIVING.

Association Exhibit 6 shows the Consumer Price Indexes for Midwest Urban Consumers. For April, 2005 the index for All Urban Consumers was 187.7, a rise of 3.4% above the previous year. For May, 2005 the index was 187.4, a rise of 2.5% above the previous year. The Consumer Price Index for Urban Wage Earners and Clerical Workers for April, 2005 was 182.8, a rise of 3.7% and for May, 2005 it was 182.4, a rise of 2.6% above the previous year. It is the opinion of the arbitrator here that the Association offer for wage increases at 3% is more comparable to the rise in the cost of living than is the City offer of about 2.0% per year.

XIV. INTEREST AND WELFARE OF THE PUBLIC AND THE ABILITY OF THE UNIT OF GOVERNMENT TO MEET THE COSTS.

Association Exhibit 6 was a "Waterloo Downtown Market Analysis" of the Waterloo Economic Development Committee, a report dated September, 2004. This report discussed the improvement of downtown Waterloo with new mixed business, different retail opportunities and new professional and service businesses. Association Exhibit 8 was a copy of an

article of the *Wisconsin State Journal* of June 20, 2005 discussing changes in Waterloo. It reports 700 jobs lost at Perry-Judd's, and 24 jobs lost at a malting business. However, a bicycle manufacturer is expanding and there is the prospect of hundreds of new homes. The Clerk-Treasurer thought the community may become a "bedroom" community. Union 9 was another article from the *Wisconsin State Journal*, this time of July 15, 2005. This article reported on the number of manufacturing jobs in Dane County, but there were pay increases in the area up 3.43% in 2005.

City Exhibit 10 was a full copy of the Waterloo Downtown Market Analysis. According to this copy the Waterloo Economic Development Committee saw two areas to study, one being business development and the other downtown development. The committee decided to report on prospects for the development of downtown and improved land use.

City Exhibit 11 was a single sheet document issued by Morton Hansen, Clerk-Treasurer of the City of Waterloo dated December 1, 2004. This document addressed the economic effect of the Perry-Judd's closing. The Clerk Treasurer said that over \$14.5 million dollars would be lost in wages on an annual basis. The plant announced 591 specific layoffs in 2004 and subsequently 75 temporary workers from another firm lost their jobs. Lost wages impacted on the business area of Waterloo with 34 per cent of the employees living in the Waterloo zip code and 75 percent nearby. Other businesses have not absorbed the laid-off workers. Property values are beginning to be impacted and housing starts dropped. Local businesses were reporting loss of income.

Discussion. Section 111.70 (4) (cm) 7g. instructs the arbitrator in a proceeding such as this to give "greater weight" to the economic conditions of a municipality. This directive needs to be observed. It is apparent from the foregoing recitation of exhibits that Waterloo is in an area that has experienced a considerable loss of employment opportunities and with it a drop in income in the area. This condition of losing perhaps 550 to 700 or more positions in a city of approximately 3,300 is severe, even if only a fraction of the persons losing the jobs lived in the boundaries of the City. In short, the offer of the City, which is less costly than that of the Association, more nearly fits the intent of the legislative enactment as to where to place the greater weight in consideration of the two offers. The evidence of a resurgence of sufficient magnitude to regain the losses is not present, though the Association says that a new subdivision is being planned for Waterloo and the City is becoming a bedroom community.

XV. OTHER FACTORS CONSIDERED.

Discussion. The Arbitrator cannot note the comparison of total benefits paid to and received by employees in the comparable municipalities. Such information was not provided except for Waterloo. It is noted that municipal employers pay WRS rates which appear to be increasing. Dental insurance rates and life insurance benefits also are not readily compared.

The arbitrator sees no application of the “greatest weight” factor here based on legislative limits, although there is a 2% limit for numerous cities in tax levy, including Waterloo.

The Association has strongly urged that a small bargaining unit, as is the case here, not be given an award that will set a pattern for a larger bargaining unit. This use of a small bargaining unit to affect a large bargaining unit in the same municipality has been taken into consideration here, but is considered of less weight than the economic conditions of a city with a relatively high municipal tax rate.

It is also noted that the City of Waterloo adopted a plan which permits an eligible employee to pay for his or her share of premiums in the City’s health insurance plan on a pre-tax reduction basis.

XVI. CONCLUSIONS.

Considering the applicable factors of Section 111.70 (4) (cm) (7) it is found that the comparability of base wages, the percentage increase in offers, and the changes in the consumer price index favors the Association offer. It is found that employee sharing of insurance costs on a fixed percentage favors the City offer. It is found, however, that the greater weight than all of these accrues to the City offer because of the economic conditions of the Waterloo area. This is the determinative factor.

XVII. AWARD.

The agreement between the Wisconsin Professional Police Association/LEER Division and the City of Waterloo should include the terms of the City offer for the years 2005 and 2006

FRANK P. ZEIDLER
Arbitrator

Date__[September 6, 2005]__

Milwaukee, Wisconsin